

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.218

Agenda No. 10.A

Approved: _____

TITLE: _____



RESOLUTION AUTHORIZING AND URGING THE PROMOTION OF TELECOMMUTING AND FLEXIBLE WORK SCHEDULE DURING THE PERIOD OF THE PULASKI SKYWAY CLOSURE AND URGING THE CITY OF JERSEY CITY TO EXPAND EMPLOYER-BASED INCENTIVES TO INDUCE THE INCREASED USE OF TELECOMMUTING AND COMMUTING VIA MASS TRANSIT, CARPOOLING AND VANPOOLING

COUNCIL

Offered and moved adoption of the following resolution:

WHEREAS, beginning on April 12, 2014, the northbound travel lanes on the Route 1&9 Pulaski Skyway will be closed for approximately 24 months while the New Jersey Department of Transportation (NJDOT) rehabilitates the bridge deck; and

WHEREAS, the Pulaski Skyway accommodates four travel lanes, two for northbound motorists toward Jersey City and two for southbound motorists toward Newark; the NJDOT estimates that approximately 40,000 northbound vehicles will need to be accommodated due to the closure by alternate roadways or travel modes, including 9,600 vehicles in the peak morning period of 6 to 9 AM; and

WHEREAS, the promotion of strategies that increase the use of telecommuting and flexible work scheduling to avoid peak rush hours, and that enhance employer-based incentives to induce more commuting via mass transit, carpool, and vanpool, will help reduce congestion and overflow vehicular traffic on the Pulaski Skyway's designated detours and roadways adjacent to the detours by shifting traffic to off-peak hours and reducing the number of vehicle trips; and

WHEREAS, it is in the best interest of local employers, the State of New Jersey, the City of Jersey City, the local Chambers of Commerce and the residents of the City of Jersey City to increase the use of telecommuting, flexible scheduling and employer-based alternative commuter programs during the period of the Pulaski Skyway closure to minimize the impact of the closure on the area's commerce and economic activities.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City, the largest municipality within Hudson County, is hereby urged to promote telecommuting and flexible work scheduling during the period of the Pulaski Skyway closure for its own workforce as well as by all other public and private local employers; and
2. The City of Jersey City urges the State of New Jersey to expand employer-based incentives, such as tax credits, to induce the increased use of telecommuting and commuting via mass transit, carpool and vanpool during the period of the Pulaski Skyway closure.

IW/he
4/2/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.4.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - NON CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council Consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AND URGING THE PROMOTION OF TELECOMMUTING AND FLEXIBLE WORK SCHEDULE DURING THE PERIOD OF THE PULASKI SKYWAY CLOSURE AND URGING THE CITY OF JERSEY CITY TO EXPAND EMPLOYER-BASED INCENTIVES TO INDUCE THE INCREASED USE OF TELECOMMUTING AND COMMUTING VIA MASS TRANSIT, CARPOOLING AND VANPOOLING

Initiator

Department/Division	Law Department	
Name/Title	Itza Wilson, Asst. Corp. Counsel	
Phone/email	201-547-5444	

Note: Initiator must be available by phone during the agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

In anticipation of the Pulaski Skyway closures beginning on April 12, 2014, the City of Jersey City is urging all local public and private employers, the State of New Jersey, the City of Jersey City and residents of Jersey City to increase the use of telecommuting, flexible scheduling and employer-based alternative commuter programs to encourage more commuting via mass transit, carpool, and vanpool. This will reduce traffic congestion on the Pulaski Skyway's designated detours and roadways adjacent to the detours by shifting traffic to off-peak hours and minimize the impact of the closure on the area's commerce and economic activities.

I certify that all the facts presented herein are accurate

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.219

Agenda No. 10.B

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE MAYOR OR BUSINESS ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JERSEY CITY AND THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION PERTAINING TO THE PULASKI SKYWAY AND ROUTE 139 CONSTRUCTION PROJECTS.

COUNCIL _____ offered and moved adoption of the following resolution:

WHEREAS, the NJDOT is undertaking a major rehabilitation of the Pulaski Skyway, a historic, 3.5 mile long steel truss bridge which carries Routes 1&9 through Newark, South Kearny and Jersey City (the "**Pulaski Project**" or the "**Project**"); and

WHEREAS, the Pulaski Project is envisioned to advance under ten (10) separate construction contracts and the work includes replacement of the entire bridge deck, repairs to structural steel, concrete columns, ramps, piers and abutments, removal of existing lead paint and repainting of steel surfaces, and strengthening of the substructure components as part of a seismic retrofit, as well as the rehabilitation of the Hoboken and Conrail Viaducts for Route 139; and

WHEREAS, certain Pulaski Project contracts (the "**Pulaski Project Contracts**") will impact City property and its residents (the "**Pulaski Contract Sites**"); and

WHEREAS, this Memorandum of Understanding ("**MOU**") memorializes the negotiations between the City and NJDOT regarding the rights and responsibilities of both parties due to the various impacts of Pulaski Project on the City;

WHEREAS, certain Pulaski Project Contracts are expected to result in vehicular and pedestrian detours and shift traffic on local streets, resulting in increased traffic through a number of local street intersections; and

WHEREAS, the NJDOT has determined that, unlike most projects on State highways that do not require additional police presence on local streets, the Pulaski Project requires the assistance of City Police for work zone safety operations; and

WHEREAS, the NJDOT has agreed, amongst other things, that costs for City Police and other City Public Safety Personnel incurred in connection with the Pulaski Project shall be paid by the NJDOT; and

WHEREAS, the NJDOT has agreed to provide regular reporting of anticipated street closures, information on planned construction work and any activity impacting the City, pertinent emergency contact information, protocols and plans, and all other necessary and reasonable information to the City during the Pulaski Project; and

WHEREAS, NJDOT agrees to execute the MOU attached hereto to.

City Clerk File No. Res. 14.219Agenda No. 10.B

TITLE: RESOLUTION AUTHORIZING THE MAYOR OR BUSINESS ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JERSEY CITY AND THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION PERTAINING TO THE PULASKI SKYWAY AND ROUTE 139 CONSTRUCTION PROJECTS.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

- 1) The City is authorized to enter into this MOU with NJDOT attached hereto; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the MOU attached hereto; and
- 3) The term of the MOU shall be for thirty-two (32) months or until the Pulaski Project is completed effective upon execution of the MOU by City officials.

BD
04/02/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.4.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE MAYOR OR BUSINESS ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JERSEY CITY AND THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION PERTAINING TO THE PULASKI SKYWAY AND ROUTE 139 CONTRUCTION PROJECTS

Initiator

Department/Division	Law	
Name/Title	Jeremy Farrell, Corporation Counsel	
Phone/email	(201) 547-4667	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The New Jersey Department of Transportation (NJDOT) is undertaking a major rehabilitation of the Pulaski Skyway which carries through Newark, South Kearny and Jersey City. This Memorandum of Understanding memorializes the negotiations between the City and NJDOT regarding the rights and responsibilities of both parties.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

EXECUTIVE SUMMARY

Memorandum of Understanding for the Pulaski Project

- The Pulaski Skyway Project consists of 10 separate projects, several of which directly impact the City.
- This MOU memorializes the negotiations between the City and the NJDOT regarding the use of City police, local traffic detours, remediation of parking losses and other duties and responsibilities of both Parties due to impacts on the City resulting from the Pulaski Skyway Project.
- The NJDOT has agreed to pay for a total of up to 61 police officers, at a flat rate, regardless of rank for both projects currently underway – the Route 139 Construction and the Skyway Shutdown. The determination of the number officers necessary on a daily basis will be adjusted as needed by authorized persons on both sides.
- For the Route 139 Construction Project, the NJDOT has developed a Traffic Control Plan, which will utilize local streets for detours, thereby decreasing a number of parking spaces within the City. The NJDOT has agreed to remediate the loss of such parking spaces through establishing alternate parking locations within a reasonable distance of those lost. See Exhibit A to the MOU.
- The NJDOT will require all of its contractors working within or utilizing any portion of the City to list the City as additional insured, with insurance coverage amounts acceptable to the City.
- The NJDOT will provide bi-weekly reports concerning all street closure activities within the City, which will include plans and maps of all City property impacted and scope of all anticipated road closures, including any areas to be closed off or limited to the City. Such information will be submitted to the OEM for prior review and comment, and the Director of OEM or his designee, may reasonably object to a closure in exigent circumstances.
- In case of any emergency street closures, the NJDOT will notify the City within 24 hours.
- The NJDOT will establish an Emergency Contact and Protocol Plan, so that there are several contact persons in place for each project, and a clear process in place for any emergencies.
- The NJDOT will permit the City to borrow certain traffic related equipment, including traffic cones and drums, and technology for monitoring and data collection purposes.
- The Director of OEM and the Director of Public Safety will be the main points of contact for the City under this MOU.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “**MOU**”) is made as of _____, 2014 (the “**Effective Date**”) by and between the New Jersey Department of Transportation, acting by and through its Commissioner of Transportation and having an address at 1035 Parkway Avenue, Trenton, NJ 08625 (the “**NJDOT**”), and the City of Jersey City (the “**City**”), a municipal corporation of the State of New Jersey, having an address at 280 Grove Street, Jersey City, NJ 07302, each a “**Party**” and collectively referred to as the “**Parties**.”

WITNESSETH

WHEREAS, the NJDOT is undertaking a major rehabilitation of the Pulaski Skyway, a historic, 3.5 mile long steel truss bridge which carries Routes 1&9 through Newark, South Kearny and Jersey City (the “**Pulaski Project**” or the “**Project**”); and

WHEREAS, the Pulaski Project is envisioned to advance under ten (10) separate construction contracts and the work includes replacement of the entire bridge deck, repairs to structural steel, concrete columns, ramps, piers and abutments, removal of existing lead paint and repainting of steel surfaces, and strengthening of the substructure components as part of a seismic retrofit, as well as the rehabilitation of the Hoboken and Conrail Viaducts for Route 139; and

WHEREAS, certain of the Pulaski Project contracts (the “**Pulaski Project Contracts**”) will impact City property (the “**Pulaski Contract Sites**”) and the City desires to permit the NJDOT and its contractors to use the Pulaski Contract Sites as further described in this MOU; and

WHEREAS, as part of the Pulaski Project, the lower roadway of Route 139 has been reduced from four lanes to three lanes with a movable barrier system; in April 2014, the northbound lanes of the Pulaski Skyway are scheduled to be shut down (the “**Skyway Shutdown**”), for approximately two years; and, beginning in June 2014, overpasses over Route 139 will be alternately closed with detours (the “**Route 139 Construction**”); and

WHEREAS, the replacement of the deck of the upper Hoboken Viaduct and the reduction in the number of lanes on Route 139’s lower roadway and the Skyway Shutdown will result in vehicular and pedestrian detours in place commensurate with intersection closings on the upper level of Route 139 between Palisade Avenue and John F. Kennedy Boulevard in the City (approximately nine blocks over one mile), which is expected to shift traffic on local streets resulting in increased traffic through a number of local street intersections;

WHEREAS, the City has been negotiating with a Pulaski Project contractor concerning access to the “**PJP Landfill**” that the contractor may determine to use; and

WHEREAS, the NJDOT has determined that, unlike most projects on State highways that do not require additional police presence on local streets, the Pulaski Project requires the assistance of City Police for work zone safety operations, supplementing the Traffic Control Plan (the "TCP") established under the contract for the Route 139 Construction, which TCP is incorporated herein by reference; and

WHEREAS, to avoid disruption, City Police may be needed to (1) direct traffic at select intersections along the vehicular detour routes, (2) drive the vehicular detour routes to enforce permanent and temporary parking restrictions needed to promote the smooth flow of traffic, and (3) ensure pedestrian control and safety along the pedestrian detour routes, especially in the vicinity of Dickinson High School when the Route 139/Palisade Avenue intersection is closed to pedestrian traffic wishing to cross Route 139; and

WHEREAS, the NJDOT, at Pulaski Project expense, has prepared detailed plans for its contractor(s) for the Pulaski Project, and Special Provisions to its Standard Specifications for Road and Bridge Construction, all of which are available to the City for review; and

WHEREAS, it is the intention of this MOU that costs for City Police incurred in connection with the Pulaski Project shall be paid directly to the City by the NJDOT; and

WHEREAS, the Commissioner, under the powers vested in him by law and as set forth in N.J.S.A. 27:1A-5 and 27:7-21, has determined that it is in the NJDOT's best interest to create this MOU.

NOW, THEREFORE, in consideration of the recitals and the mutual promises set forth in this MOU, and other good and valuable consideration, the Parties agree as follows:

ARTICLE I

1.1 Preambles. The preambles of this MOU are incorporated into this paragraph as though set forth in verbatim.

1.2 Term.

The term of this MOU is from the Effective Date until the completion of the Pulaski Project, which is anticipated to be in 2017. The NJDOT reserves the right to terminate this MOU at any time, for cause or for convenience (unless public safety is at risk), with written notice to be addressed and delivered under paragraph 5.11.

1.3 Pulaski Contracts.

The Parties agree that those certain additional Pulaski Project contracts, which may impact City property, in whole or in part, shall be added to this MOU from time to time

as appropriate through written amendment (the “**Additional Pulaski Contracts**”).

1.4 No City Warranties

The NJDOT acknowledges and agrees that, except as expressly set forth herein, the City makes no representations or warranties regarding the Pulaski Contract Sites. The City expressly disclaims, and the NJDOT expressly waives, all implied warranties, including without limitation, any warranty of suitability or fitness of the Pulaski Contract Sites for any particular purpose or use.

ARTICLE II

2.1 Construction Activities and Closure Reports.

For any work under the Pulaski Project Contracts that impacts City property, including for any Additional Pulaski Contracts, the NJDOT shall provide the City’s Office of Emergency Management (“**OEM**”) the following information requested in this Article, and any additional information that the City may reasonably request from time to time. The NJDOT shall provide:

(a) Documents

- i. Plans and maps of all City property impacted by any Pulaski Project Contract;
- ii. Scope of all anticipated road closures, including any areas to be closed off or limited to the City, which must be submitted to the OEM for prior review and comment. The Director of OEM or his designee may reasonably object to a closure in exigent circumstances;
- iii. The NJDOT’s contract master timelines and schedules for all work under the contract(s); and
- iv. Emergency Contacts and Protocol as further outlined in paragraph 2.2.

(b) Reports

The NJDOT will provide a two-week look ahead report for significant changes and a weekly report for all construction and street closure activities throughout the term of this MOU, which reporting shall commence as of the Effective Date. The NJDOT and the City will have weekly meetings or conference calls to coordinate road closures and impacts.

(c) Notice

For any unanticipated or emergent closures, the NJDOT will provide written notice to the Director of OEM, or his designee, which notice should be provided as soon as practicable, but not later than twenty-four (24) hours after its occurrence, which notice may be provided via email.

2.2 Emergency Contact and Protocol.

All relevant emergency contact information and protocols shall be provided to the City's OEM, including, but not limited to, the NJDOT's designated liaison(s) under each Pulaski Project Contract, the NJDOT's emergency contact information for weekdays, evenings and weekends, contractor contact information, etc., as further detailed in the Traffic Operations Plan, as amended, which is incorporated herein by reference.

ARTICLE III

3.1 City Police.

The City agrees:

- (a) (i) To provide, starting on Monday, April 7, 2014 for the Skyway Shutdown, fifty-five (55) police officers with all equipment (including but not limited to service weapons) and vehicles required for their work as uniformed traffic director(s) and two (2) emergency responders with all equipment and vehicles required for their work from 6:00 AM to 10:00 AM and from 3:00 PM to 7:00 PM on weekdays only. The number of police officers, public safety officials (as provided for under paragraph 3.3(b) below), or emergency responders for the Skyway Shutdown noted above may be adjusted, and will be ultimately decided by the Commissioner of Transportation or his designee, in consultation with the City's Public Safety Director (the "JCPSD") and subject to availability, as determined by the JCPSD. The Commissioner of Transportation or his designee and the JCPSD shall coordinate all issues concerning all City Police assigned to the Skyway Shutdown. It is specifically understood that there is no guarantee of minimal usage of City Police, and that usage is dependent upon the Commissioner of Transportation's decision;
- (ii) To provide, for the Route 139 Construction, no more than six (6) police officers or public safety officials with all equipment (including but not limited to service weapons) and vehicles required for their work as uniformed traffic director(s), for a total of no more than eight (8) hours per day on an if, where and as needed basis. The police officers or public safety officials supporting the vehicular detour route(s), as depicted on the TCP, will be needed during peak periods (from 6:00 AM to 10:00 AM and from 3:00 PM to 7:00 PM) on weekdays only; the officer supporting the pedestrian detour route(s) associated with the closing of Palisade Avenue, as depicted on the TCP, will be needed during the peak periods when school is in session. The determination as to the need for City Police on the Route 139 Construction shall be made by the NJDOT's Resident Engineer for the Route 139 Construction, in consultation with the Director of OEM. The NJDOT will not pay for any City Police who come out to the Route 139 Construction when they are not needed and pre-approved. It is specifically

understood that there is no guarantee of minimal usage of City Police, and that usage is dependent upon the TCP and actual construction operations;

- (c) No payment will be due for cancellations made more than twelve (12) hours prior to the report date and time;
- (d) For any cancellation made less than twelve (12) hours prior to the report date and time, where the NJDOT makes reasonable efforts to notify the City of said cancellation but City Police still come out to the Project, payment for two (2) hours only will be due, regardless of any union contract;
- (e) To provide, by the 15th day of every month, a fully completed payment voucher and required back-up as outlined in the Municipal Police Agreement procedure;
- (f) To use two hundred (200) traffic cones and seventy-five (75) drums stamped "PROPERTY OF NJDOT" (collectively, the "NJDOT Equipment") exclusively by City Police while on-duty and dedicated to the Pulaski Project and to return the NJDOT Equipment to the NJDOT in the same condition as received, normal wear and tear excepted, within two (2) weeks after termination of this MOU or earlier, if the NJDOT and the JCPSD determine that any NJDOT Equipment is no longer necessary for the Project;
- (g) To use nineteen (19) portable variable-message signs (collectively, the "VMS Boards") exclusively by City Police while on-duty and dedicated to the Pulaski Project and to return the VMS Boards to the NJDOT by May 5, 2014 in the same condition as received, normal wear and tear and vandalism excepted. The City shall take all reasonable measures to safeguard the VMS Boards. In the event of any act of vandalism, the City shall file a police report and promptly notify the NJDOT of such occurrence;
- (h) To fill any potholes on Grand Street, at the City's cost, and to coordinate with the NJDOT on the timing of this work; and
- (i) To permit the placement of twenty (20) Bluetooth devices on City utility poles for the purpose of collecting travel times and to return the devices in the same condition as received within two (2) weeks after termination of this MOU or earlier, if the NJDOT determines in its sole discretion that the devices are no longer necessary for the Project. The NJDOT shall not be liable for any personal injuries and property damage caused by or related to the devices.

3.2 Requirements for Police Officers and Public Safety Officials Assigned to the Pulaski Project.

All police officers and public safety officials assigned to the Project shall at all times:

- (a) Be appropriately trained per the City's requirements;
- (b) Be dedicated to the Project. They shall not be available for other police activities except in cases of emergencies, in which case no payment will be due to the City;
- (c) Wear an approved and appropriate uniform, which clearly identifies them as police officers. They shall wear a traffic safety vest (in orange, yellow, yellow-green, or a fluorescent version of these colors) over their uniforms at all times. Vests shall have 360 degree high-visibility retro-reflective striping that meets ANSI/ISEA standards for Class 3 garments;
- (d) Be agents and employees of the City; and
- (e) Be covered by all City insurances, including but not limited to liability and Workers' Compensation.

3.3 The NJDOT agrees:

- (a) To pay the City an all-inclusive, flat hourly rate of Fifty-eight Dollars (\$58.00) for all costs associated with each of the police officers (regardless of rank, salary, or on/off-duty status) referenced in paragraph 3.1(a) above. Payment will be processed upon review and approval of the fully completed payment voucher and required back-up referenced in paragraph 3.1(e) above. The NJDOT will not pay any amount above the all-inclusive, flat hourly rate for City Police supervisors or for overtime;
- (b) To permit the use of public safety officials during the term of this MOU, upon review and consent of the NJDOT. The NJDOT will pay the City the public safety officials' regular hourly rate, which will be less than the rate for police officers under paragraph 3.3(a) above. Payment will be processed upon review and approval of the fully completed payment voucher and required back-up referenced in paragraph 3.1(e) above. The NJDOT will not pay any amount above the regular hourly rate for any supervisors or overtime;
- (c) To request City Police officers and/or public safety officials and/or emergency responders for the Project at least forty-eight (48) hours in advance of the report date and time;
- (d) To pay for two (2) hours only if the work is cancelled under paragraph

3.1(d);

- (e) To provide the NJDOT Equipment and the VMS Boards; and
- (f) To fill any potholes on Communipaw Avenue (Hudson County 612) from Route 1&9T to Grand Street (Hudson County 622), at the NJDOT's cost, and to coordinate with the City on the timing of this work.

3.4 The NJDOT reserves the right to use the New Jersey State Police at its sole discretion for any and all work zone safety operations for the Project regardless of the location.

3.5 Parking. The NJDOT will remediate, as legally permitted and reasonably necessary, for the legal City parking spaces impacted by the Pulaski Project and the TCP, as amended, or as maybe hereinafter amended, during the term of this MOU (the "**Parking Spaces**"), as more specifically outlined in the maps attached hereto as **Exhibit A**. This remediation will consist of alternate parking locations within an acceptable distance of the Parking Spaces.

3.6 Integrity Monitor. It is understood and agreed by the Parties that any and all costs and expenses shall be paid in accordance with the terms of this MOU. At the request of the NJDOT or the Integrity Monitor hired by the NJDOT for the Pulaski Project, the City shall provide reports, schedules, agreements, contracts, etc. with respect to utilization of and payment for City Police officers and/or public safety officials and/or emergency responders for the Project with the understanding that this information will be requested by an external Integrity Monitor hired by the NJDOT and the Port Authority of New York and New Jersey as required by the May 17, 2012 Amended Program Management Agreement between the New Jersey Department of Transportation and the Port Authority of New York and New Jersey and supplied to the Port Authority of New York and New Jersey. The external Integrity Monitor will audit for adherence to this MOU.

ARTICLE IV

4.1 Insurance Requirements.

The NJDOT will cause its contractors to procure insurance of the types and in the minimum amounts listed below, to name the City as an additional insured, and to provide to the City copies of applicable insurance certificates and insurance binders, including, but not limited to, any insurance updates and renewals:

- a. Comprehensive General Liability Insurance with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage;
- b. Workers Compensation Insurance in the statutory amount and Employer's Liability Insurance with a minimum limit of liability in the amount of \$100,000

- each accident;
- c. Automobile Liability Insurance with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage;
 - d. Excess Liability Insurance with a minimum limit of liability in the amount of \$10,000,000; and
 - e. Pollution Liability Insurance with a minimum limit of liability in the amount of \$5,000,000 per occurrence.
- 4.2 Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the availability of funds appropriated by the Legislature, the NJDOT will be responsible for personal injuries and property damage caused by the negligent actions of the NJDOT and its employees under this MOU. Any claims brought against the NJDOT shall comply with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.
- 4.3 Neither the NJDOT nor its contractors shall be responsible for any negligent or willful act of omission or commission of the City, or of any police officer assigned to the Pulaski Project, and the City shall be responsible for the acts of its employees, subject to the terms and provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

ARTICLE V

5.1 Captions.

The captions appearing in this MOU are inserted and included solely for convenience and shall not be considered or given effect in construing this MOU, or its provisions, in connection with the duties, obligations, or liabilities of the Parties or in ascertaining intent, if a question of intent arises.

5.2 No Third-Party Beneficiaries.

Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein. The rights, duties, and obligations contained in this MOU shall operate only between the Parties and shall insure solely to their benefit. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties intend and expressly agree that only they shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring any action for breach of this MOU.

5.3 Further Assurances.

The permission to use the Pulaski Contract Sites is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the NJDOT from its responsibility to procure and maintain in effect any other permissions and approvals.

5.4 Entire Agreement.

The entire agreement between the Parties is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

5.5 Severability.

Should any term or provision of this MOU, or any application thereof to any person or circumstance, be judicially determined to be invalid or unenforceable to any extent, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and the balance of the terms and provisions of this MOU shall be valid and enforced to the fullest extent permitted by law. The Parties may renegotiate the terms affected by the severance.

5.6 Waiver of Liability.

The City shall not be responsible for any loss or theft sustained by the NJDOT during its use of the Pulaski Contract Sites. No official, employee, or agent of the NJDOT or the City shall be charged personally with any liability or held liable under any term or provision of this MOU or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

5.7 Governing Law.

The NJDOT's use of the Pulaski Contract Sites will be in accordance with all applicable laws and regulations.

5.8 Removal of Equipment and Material.

All equipment installed or used by the NJDOT and/or its contractors in connection with its use of the Pulaski Contract Sites that may be removed without damage to the Pulaski Contract Sites shall be removed at the termination of this MOU, or not later than four (4) weeks thereafter. In the event that the same is not removed, the City shall provide the NJDOT with written notice of the same and the NJDOT will have a reasonable opportunity to cure.

5.9 Subject to Fund Availability.

All obligations of the NJDOT pursuant to this MOU are subject to appropriations and the availability of funds. A failure by the NJDOT to observe and perform any condition on its part to be performed under this MOU as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach or default by the NJDOT and the NJDOT shall not be held liable in any manner whatsoever because of the absence of available funding.

5.10 Authorized Representative.

The NJDOT will provide in writing to the City the name of one (1) authorized representative of the NJDOT who will be responsible for adherence to the terms and conditions of this MOU before, during and after the Effective Date.

5.11 Notices.

All notices between the Parties, unless otherwise specified herein, shall be addressed and delivered to the following:

City: Robert Kakoleski
Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302
Telephone No. (201) 547-5147

With a copy to:

Jeremy Farrell
Corporation Counsel
City Hall
280 Grove Street
Jersey City, NJ 07302

NJDOT: New Jersey Department of Transportation
Regional Construction Engineer
Region North Construction
200 Stierli Court
Mt. Arlington, NJ 07856-1322
Telephone No. (973) 601-6644

With copies to:

Christopher A. Edwards and Amy Chung
Deputy Attorneys General
State of New Jersey
Department of Law & Public Safety
Division of Law
R.J. Hughes Justice Complex
25 Market Street
PO Box 114
Trenton, NJ 08625-0114

5.12 Binding Agreement.

This MOU, when properly executed, shall be binding upon and inure to the benefit of the Parties, the contractors or agents of the NJDOT, and their respective successors and assigns.

5.13 No Assignment.

The NJDOT shall not assign this MOU, or any part thereof, or occupy the Pulaski Contract Sites for any reason other than those stipulated in this MOU.

5.14 Dispute Resolution.

If there are disagreements or disputes between the Parties concerning this MOU, the Parties' agency heads or their duly authorized representatives agree to confer to resolve the disagreement or dispute. A "duly authorized representative" for the purpose of this MOU is defined as a person who has been designated in writing by a Party as having actual authority to sign documents on behalf of the Party.

5.15 Governing Law.

This MOU shall be interpreted, construed, and enforced in accordance with the laws of the State of New Jersey.

5.16 Authority.

By execution of this MOU, the Parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established in this MOU.

5.17 Counterparts.

This MOU is being executed as two (2) duplicate original counterparts, with one (1) original counterpart being retained by each Party, and all such counterparts shall together constitute but one and the same instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, and in confirmation of their consent to the terms and conditions contained in this MOU, and intending to be bound hereby, the Parties have executed this MOU as of the below referenced date.

AGREED to this _____ day of _____, 2014.

WITNESS:

NEW JERSEY DEPARTMENT OF TRANSPORTATION

By: _____

James S. Simpson
Commissioner

Date: _____

Jacqueline Trausi
Department Secretary

Approved as to form:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: _____

Deputy Attorney General

Date: _____

CITY OF JERSEY CITY

By: _____

Robert Kakoleski
Business Administrator

Attest: _____

Robert Byrne
City Clerk